



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF RIVERSIDE**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
(SEIU LOCAL 1997)**



This memorandum of Understanding booklet is shared in cost by the City of Riverside and the Service Employees' International Union, Local 1997 Inc. (SEIU). It was prepared after the conclusion of labor negotiations between the City and SEIU.

Representatives met regularly and conferred in good faith to reach settlement. Each side recognized its value and purpose at the bargaining table and worked diligently, in a professional and considerate manner, to reach contract settlement. Council formally approved the terms and conditions of the settlement agreement on September 10, 2004.

Please keep this booklet as a reference guide for reviewing terms and conditions of employment for General Unit employees. The booklet documents previously existing provisions and new terms and conditions the City and SEIU agreed upon during labor negotiations of 2004.

Should you have any questions you may direct them to your SEIU staff, SEIU stewards or the Human Resources Department. We trust that you will find the booklet to be a valuable tool.

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF RIVERSIDE  
AND  
SERVICE EMPLOYEES' INTERNATIONAL UNION  
LOCAL 1997 INC.  
(SEIU)**

**ARTICLE 1  
TERM AND RECOGNITION**

**Section 1  
Term**

July 1, 2004 - June 30, 2006

**Section 2  
Recognition**

The City of Riverside recognizes SEIU 1997 as the exclusive bargaining agent for the General Unit.

Therefore, the representatives of the City and the Union agree as follows:

**ARTICLE 2  
PROBATION**

- A. A probationary period shall not apply to a reclassification situation.
- B. Probationary Period. The probationary period for a new hire shall be one (1) year (twenty-six (26) pay periods) with the initial salary step advancement at six (6) months (thirteen (13) pay periods). (Assuming appointment at step one of the range.)
- C. Extension. An employee's initial probation may be extended, if necessary, for a period not to exceed six (6) months. If extended, such action must be taken during the initial probationary period.
- D. Any extended period of absence from duty for four (4) continuous weeks (two (2) pay periods) or more for any reason except scheduled vacations, will automatically cause a probation period to be extended for a period equal to the period of absence, but in no case can the period be extended beyond six (6) months.

**ARTICLE 3  
EMPLOYEE DIGNITY AND RESPECT**

- A. The Union and the City are committed to supporting the practice of all employees interacting in a dignified and respectful manner at all times in the workplace. The City will demonstrate its commitment to these principles through their management and supervisory relations with unit employees. The Union and employees will demonstrate their commitment to these principles through their responsiveness to management and supervisory relations and in Labor-Management meetings. The operation of this article is specifically excluded from the Grievance/Arbitration provisions of this agreement; instead, alleged violations of this article will be handled in Labor-Management Committee meetings.

**ARTICLE 4  
UNION SECURITY AND UNION REPRESENTATION**

**Section 1  
Agency Shop**

- A. The following provisions apply:
1. Subject to section 4, payroll deductions, of the City's Employer-Employee Relations Resolution, upon the voluntary written authorization of bargaining unit employees, the City shall deduct and remit to the Union, the Union's initiation fee and periodic dues for members of the Union.
  2. Any unit member who is not a member of the Union or who does not make application for membership within thirty (30) days following the effective date of this paragraph, or, for those hired after the effective date of this paragraph, within thirty (30) days from the date of commencement of duties, shall become a member of the Union or pay to the Union a fee in an amount equal to the Union's periodic dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 1, above.
  3. Dues withheld by the City shall be transmitted to the Union Officer designated in writing by the Union as the person authorized to receive such funds, at the address specified.
  4. The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit member to remain a member in good standing of the Union or to pay the equivalent of Union dues during the term of this agreement shall constitute, generally, just and reasonable cause for termination.

5. The City shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) work days or more after such submission.
6. No unit member shall be required to join the Union or to make an agency fee payment if the unit member is an actual verified member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with the Union to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under section 501, subdivision (c)(3) of the Internal Revenue Code, chosen by the employee.
7. Whenever a unit member shall be delinquent in the payment of dues or fees, the Union shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the MERO. In the event the unit member fails to cure said delinquency, the Union shall request, in writing, that the City initiate termination proceedings. The termination proceeding shall be governed by applicable state laws and are specifically excluded from the Grievance Procedures Agreement. The City shall not deduct monies specifically earmarked for a PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.
8. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City, and upon request to the employees who are members of the Union, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer or corresponding principal officer, or by a Certified Public Accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959 or Government Code section 3546.5 shall satisfy this requirement.
9. This organizational security arrangement shall be null and void during the period following expiration of this MOU and prior to entering into a successor agreement containing the same provision for organizational security. Additionally, this organizational security arrangement shall be null and void if rescinded by a vote of employees pursuant to Government Code section 3502.5, subdivision (b).
10. The Union will defend, indemnify and hold harmless the City of Riverside from any loss, liability or cause of action arising out of the operation of this article.



11. The Union's indemnity obligation is more fully set forth in a letter agreement of July 22, 1982, which is incorporated herein by reference as though fully set forth.

## **Section 2 Committee on Political Education**

- A. The City agrees to provide a line item for the Committee on Political Education (COPE) deduction. The Union agrees to provide to Human Resources and Payroll all information necessary to implement this provision.

## **Section 3 Union Stewards**

- A. The Union may designate up to thirty-four (34) stewards to represent employees in processing grievances and at *Skelly* conferences. The following conditions shall apply:

The Union may designate up to 34 Union Stewards who must be members of the Unit, and shall provide all departments, offices, or bureaus with a written list of employees who have been so designated. Management will accept on a quarterly basis any changes to the list. A Steward may represent a grievant in the presentation of a grievance at all levels of the grievance procedure. A Steward may represent an employee in pre-disciplinary hearings (*Skelly*) or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

An employee and his/her Steward may have a reasonable amount of paid time off for the above-listed activities. However, a Steward will receive paid time off only if he/she is the representative of record; is a member of the same Unit and the same Union as the employee.

If a Steward must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor on a form provided by the City for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievance Steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the Steward's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, the Steward shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the Steward will report to the employee's supervisor who will make arrangements for the meeting requested.

The City will make reasonable time available to Stewards to investigate grievances and disciplinary matters on behalf of the grievant. Time spent on grievances, or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her Steward, shall not be counted as work time for any purpose.

The City established Union Education and Training Fund equal to 24 hours per Steward per year be utilized by the Union for education and training purposes. The amount of the Fund shall not be accumulated year to year. No Steward will utilize more than 80 hours per year from the Fund. The Fund may be used by the Union to train members and/or Stewards in the grievance procedure, administrative interview, Skelly hearings and other matters including investigations as determined by the Union.

Leaves of absence or intermittent leaves without pay may be granted to Union Stewards or members for the purpose of Union business consistent with current City policies for granting leaves. The leaves are subject to Department Head and Human Resources Director approval and must be considered in light of department staffing and business needs. The City will make a genuine effort to consider these requests.

1. Within thirty (30) days of ratifying this agreement, the Union will provide the Department of Human Resources with a written list identifying by name and department and work area the regular and alternate stewards; the Union shall update the list as changes are made.
2. The Union will designate as steward only an employee who has passed his or her initial probationary period and acquired permanent status.
3. Alternate stewards shall stand in for the regular steward only when the regular steward is absent from work. The City has no obligation to delay unreasonably a meeting in order for a steward to attend.
4. If the size of the bargaining unit substantially increases, the Union may bring up the subject of additional stewards at the Labor-Management Committee meeting.

#### **Section 4 Union Orientation**

- A. In connection with the City's orientation sessions for new employees, the City will distribute the following statement:

SEIU Local 1997 (Union) has been elected and certified as the exclusive bargaining representative for your job classification concerning wages, hours and working conditions that result from meeting and conferring in good faith between the City of Riverside and the Union. These wages and benefits are

contained in the negotiated agreement, copies of which will be distributed to you by the Union. A Union representative, during non-duty time, may request to meet with you personally to tell you about the Union in its role as the recognized representative for your job classification. Any additional information you may require can be secured by writing or calling the Union.

- B. The City will release one (1) Steward to participate in the New Employee Orientation program and with no charge to their City benefits banks or the Union Training Fund.

## **Section 5 Labor Negotiations Representation**

- A. The City and the Union agree that the Union may have representing them at the bargaining table, one (1) representative per every 100 employees in addition to Union President and SEIU management staff.

## **Section 6 Seniority**

- A. Effective the first quarter after ratification, on a quarterly basis, the City shall provide the Union with an updated bargaining unit seniority list containing, for each employee, the following information: name, hire date, pay rate, shift, job classification and, as available, the date of hire within the current job classification. In addition, recognized shop stewards should be able to request the list within a reasonable time period, which shall be considered two (2) working days. The seniority list shall be posted in the department or bulletin board (excluding salary information).
- B. Where used, seniority for departmental issues (vacation selection, shift selection, etc.) will be based on time in the department (unless otherwise agreed).

## **Section 7 Printing of the Agreement**

- A. The City of Riverside and SEIU Local 1997 agree to share equally the printing costs associated with the development of the MOU booklet created subsequent to MOU approval by the City Council.

## **ARTICLE 5 WAGES**

- A. Effective July 2, 2004, the salary ranges shall be increased by two and one-half percent (2.5%).
- B. Effective July 1, 2005, the salary ranges shall be increased by two and one-half percent (2.5%).

## **ARTICLE 6 BENEFIT PROVISIONS**

### **Section 1 Health Insurance**

- A. During the term of this agreement, the City shall make the following contributions for regular status employees toward the payment of premiums on group health insurance plans:
  - 1. Effective the first payroll period December 2004, the health contribution for employees + one (1) will be increased by \$30.00 to \$585.00 per month. For employee + two (2) or more the health contribution shall be increased by \$100.00 to \$655.00 per month. The rate for single coverage is \$555.00 per month.
  - 2. Effective the first payroll period in December 2005, the health contribution for employee + one (1) will be increased by \$50.00 to \$635.00 per month. For employee + two (2) or more the contribution shall be increased by \$100.00 to \$755.00 per month.
- B. The provisions of A1, and 2 above do not apply to those pay periods when premium contributions are not made (i.e., the last payday in those months which contain three (3) paydays).
- C. The City guarantees that retiree insurance coverage will be offered during the term of the MOU, if available from the insurance carrier.

### **Section 2 Health Insurance Waiver Stipend**

- A. The health insurance waiver stipend shall remain at \$2,000. Effective November 2004 employees who can show proof of insurance, shall receive a stipend of \$2000 the last payroll period in November 2004. The same shall apply in November 2005.
- B. If a change in health insurance plans between married City employees results in a monetary savings to the City, the SEIU employee changing their health insurance

to the other employee's plan shall be entitled to 80% of said savings up to \$2000 in 2004 and up to \$2,000 in 2005.

- C. Employees must be employed through the end of the last payroll period in November to qualify for this benefit.
- D. Current employees on payroll through November who did not work the entire 12-month period shall earn the stipend on a pro-rata basis.

## **Section 2**

### **Health Insurance for Retirees**

- A. The City established the SEIU/City of Riverside Fund for General Unit retirees in the amount of \$1,500,000. That amount to be prudently invested so that it draws or bears interest.
  - 1. Effective January 2005, the City shall contribute .25% of annual payroll for SEIU per full-time regular status employee, pro-rated for part-time, to the SEIU/City of Riverside Fund for Retirees. This will be a one-time contribution based on annual 2004 annual payroll for SEIU.
  - 2. Effective January 2006, the City shall contribute .25% of annual payroll for SEIU per full-time regular status employee, pro-rated for part-time to the SEIU/City of Riverside Fund for Retirees. This will be a one-time contribution based on 2005 annual payroll for SEIU.
- B. The principal of the Fund will be used to help pay premiums for group health insurance for employees who retire from bargaining unit classifications regardless of retirement date subject to the following conditions:
  - 1. The Fund shall contribute up to \$50 per month for employees who retired on or before June 30, 1990.
  - 2. The Fund shall contribute up to \$100 per month for employees who retired after June 30, 1990.
  - 3. Notwithstanding the above amounts, in no event shall the contribution exceed the dollar amount being contributed to current employees at the employee only rate.
  - 4. In order to be eligible, regardless of date of retirement, an employee must meet the following eligibility requirements:
    - a. An employee who receives a service retirement or a non-industrial disability retirement must have at least twenty (20) years service with the City of Riverside and must have retired from the City/General Unit.

- b. Subject to the following provisions, an employee who receives a disability retirement will be eligible after years of active service plus years on disability retirement equal to twenty (20), provided that the disability retiree has served a minimum of five (5) years with the City of Riverside. Years of active service may include up to five (5) years of public agency service during which service the retirant was also eligible to be covered by the PERS retirement system. The SEIU/City advisory group (Medical Insurance Premium Supplement Committee) may make exceptions to the total years of service requirement for disability retirements in case of catastrophic injury or other compelling circumstances. In the event the advisory group is deadlocked on any such question, the matter shall be referred to the then chairperson of the City's Human Resources Board whose decision shall be final.
- 5. A retiree who is eligible for coverage under a different plan by virtue of his/her own employment or spousal employment is not eligible for such contributions during the period of such coverage, unless there is a cost to the individual retiree. If there is a cost to the retiree, the retiree may be eligible for payments under the conditions of B1 or B2, subject to approval of the joint Union/City advisory committee (Retiree Medical Premium Supplement Committee).
- 6. It is contemplated that retirees who are temporarily disqualified under paragraph 5 above may, at some time, no longer be ineligible under the criteria of said paragraph. In such event, if during the period of ineligibility they did not maintain coverage in a City-sponsored health program at their own expense, they may apply for readmission to a City-sponsored health insurance program for retirees. If the insurer won't let them back in and they qualify for and obtain an individual program of medical insurance, the City will make the appropriate contributions to them for so long as they remain insured and eligible. Neither the Union nor the City is a guarantor of readmission or admission to a City-sponsored health plan nor to any other health insurance plan.
- 7. The City will not be requested to augment this particular fund except as follows:
  - a. When the amount in the fund equals or is less than the equivalent of a one-half (1/2) of one percent (1%) salary increase for the bargaining unit, the Union may request that the remainder of the Fund be applied to the salary schedule; or in connection with the next negotiations, propose that a new Fund be established or that the amount in the Fund be increased.
  - b. If the trigger point has been reached (Fund equals one-half (1/2) of one percent (1%) salary increase and there is a significant chance the Fund may exhaust itself before expiration of the then current

Memorandum of Understanding) the Union may request a reopening limited to the issues of retiree health insurance fund and salaries.

- c. Unless otherwise negotiated with the Union.
- 8. Any current employee who retires relying in whole or in part upon the availability of this benefit is not entitled to a continuation of the benefit beyond the funded amount. The continuation of this benefit is subject to the negotiation process and may be terminated through negotiations or by exhaustion of the Fund amount. In such event, the retiree will have no further right or entitlement to a continuation of this benefit. The rights of employees who have retired as of the date of this agreement are subject to the same limitations and conditions.
- 9. By entering into this agreement neither the Union nor the City is guaranteeing that City-sponsored coverage will be available for persons who have retired prior to the effective date of this agreement. If City-sponsored coverage is not available for any such retiree, he/she will be entitled to apply the contribution in paragraph 1 to payment of premiums for another health insurance plan in which he/she is enrolled. This Article 3, titled "Health Insurance for Retirees," is subject to the savings and separability language of this Memorandum of Understanding and it is understood and agreed that voiding of one or more components of this program will automatically void the remaining components of the program.
- 10. A joint Union/City advisory committee (Medical Insurance Premium Supplement Committee) will review claims for contributions and decide disputed claims; and shall be provided with periodic reports as to the status of the Fund. The committee will consist of two (2) members appointed by the Union and two (2) members appointed by City Management. In the event of deadlock, the matters shall be referred to the then chairperson of the City's Human Resources Board whose decision shall be final.
- 11. The establishment of this Fund is based upon the principle that it is "governmental" and, therefore, exempt from ERISA. Any effort or enactment to bring this Fund under ERISA will cause the immediate dissolution of the Fund with one-half (1/2) the remaining principal to be distributed in equal lump sums to the participating members and one-half (1/2) to revert to the City.
- 12. City's obligation is limited to contributions; it is not a guarantee of coverage. The City reserves the right to provide alternate plans and carriers, including a plan geared specifically for retirees.
- 13. If a member leaves the General Unit and then returns, that employee, if otherwise qualified, must have been back in the General Unit for a period of at least two (2) years prior to retiring from the City/General Unit in order to qualify for this General Unit benefit.

#### **Section 4 Dental Insurance**

- A. During the term of this agreement the City shall make the following maximum contributions, if needed, for eligible unit members and their qualified dependents, if any, toward the payment of premiums on a group dental insurance plan:
1. \$10.00 per month increase to be deducted starting in December 2004 for January 2005 effective date, for a total of \$35.00 per month City contribution.
  2. \$10.00 per month increase to be deducted starting in December 2005 for January 2006, for a total of \$45.00 per month contribution for January 2006 effective date.
  3. The provisions of Section A1 & A2 above do not apply to those pay periods when premium contributions are not made (i.e., the last payday in those months which contain three (3) paydays).

#### **Section 5 Life Insurance**

- A. The City shall provide for affected employees a ten thousand dollar (\$10,000.00) life insurance plan plus a one thousand dollar (\$1,000.00) term life insurance.
1. The current one thousand dollar (\$1,000.00) paid-up life policy will be replaced by a one thousand dollar (\$1,000.00) term life insurance policy; nothing herein shall alter the legal interest, vested in employees under the previously paid-up life insurance policies.

#### **Section 6 Industrial Accident Pay**

- A. The sum provided by the City shall not exceed eighty percent (80%) of the employee's regular salary exclusive of shift differential, if any.

#### **Section 7 Disability Insurance**

- A. The City's annual (calendar year) contribution shall not exceed one hundred thirty-six dollars (\$136.00) toward the payment of premiums on State Disability Insurance (SDI).
1. SDI Overpayment. The parties recognize that some unit members have additional employment with SDI employers; in such event, the employee may endorse to the City of Riverside an SDI check which reflects employment elsewhere. This may result in an overpayment to the City of Riverside out of proportion to the City's contribution and time worked for the City. In such case, the City will reimburse the employee for the difference between the



amount attributable to the City of Riverside employment and the amount attributable, if any, to outside employment.

**Section 8**  
**Deferred Compensation**

- A. The City shall make available to affected employees its deferred compensation program.

**ARTICLE 7**  
**RETIREMENT**

**Section 1**  
**Retirement Contribution**

- A. The City will pick up one hundred percent (100%) of each affected employee's contribution to the Public Employee's Retirement System (PERS) not to exceed eight percent (8%) of the affected employees compensation reported to PERS. Said PERS pickup shall be credited to the employee's account with PERS. If, during the term of this agreement, the employee's contribution is decreased, the City's required contribution shall be lowered to reflect the reduced amount below eight percent (8%); if, during the term of this agreement the employee's contribution is increased, the employee shall be responsible for any amount in excess of eight percent (8%).
- B. The above PERS pickup shall not be considered as base salary but shall be considered employer-contribution pursuant to section 414, subdivision (h)(2) of the Internal Revenue Code.

**Section 2**  
**Retirement**

- A. The City will maintain the two point seven percent (2.7%) at age 55 PERS retirement benefit for the bargaining unit.

**ARTICLE 8**  
**OVERTIME AND PREMIUM PAY**

**Section 1**  
**Shift Differential**

- A. Employees working the swing shift (any regularly scheduled eight (8) hour shift which begins between the hours of 3:00 p.m. and 10:00 p.m., or any regularly scheduled nine (9) or ten (10) hour shift which begins between the hours of 2:00 p.m. and midnight), and those employees working graveyard shift (any regularly scheduled eight (8) hour, nine (9) hour or ten (10) hour shift which begins between

the hours of 10:00 p.m. and 3:00 a.m.) shall be eligible for the applicable swing or graveyard shift differential.

- B. The following shift differentials shall apply to general unit employees regularly scheduled to work swing and graveyard shifts:

1. Effective August 2004:

<u>Swing Shift</u>	<u>Graveyard Shift</u>
\$1.25 per hr.	\$1.50 per hr.

An employee's normal shift differential shall not increase or decrease as a result of overtime assignments.

## **Section 2 Bilingual Pay**

- A. Subject to approval by the City Manager, a department head may designate certain positions as requiring the regular use of a second language in contacts with the public. The department head's request for a position to be designated as bilingual is forwarded to the Human Resources Department for further review of the request. Once the City Manager approves of the designation, the employee is evaluated and certified as to proficiency in a second language.

The term "bilingual" also includes sign language. Bilingual pay is a special monthly salary premium that is added to the hourly rate of employees.

- B. The following stipend shall be paid to bilingual or sign language positions designated pursuant to City Administrative Policy IX-3:

\$75.00 per month.

## **Section 3 Salary Differential**

- A. A temporary five percent (5%) increase shall be given to all employees in the General Unit, other than those in entry level positions, who have been temporarily assigned to a higher level position, which temporary increase shall be effective the first full pay period following each assignment; provided, however, that such temporary increase shall not be given in the case of vacation relief. Acting assignments will not be rotated for the purpose of avoiding compensation under this section.
- B. After investigation and approval by the City Manager, one (1) additional salary step shall be assigned to persons found to possess as a regular assignment such additional duties and responsibilities or whose positions entail certain hazards as to

warrant this salary step over the base class; which additional salary step shall be limited to the following:

1. Any position designated as Crew Leader and not so indicated in the salary plan.
  2. Park Maintenance Worker II regularly assigned rose garden or bowling green activities.
  3. Public Safety Dispatcher regularly assigned to dispatcher training.
  4. Custodian regularly assigned the responsibility to open City Hall and to coordinate the special setup projects at the City Hall.
  5. Plan Check Engineers assigned the responsibility of checking structural building plans.
- C. After investigation and approval by the City Manager, one (1) additional salary step shall be assigned to persons found to possess additional duties and responsibilities or whose positions entail certain hazards as to warrant this salary step over the base class during the time that the employee is actually performing the duties; which additional salary step shall be limited to the following:
1. Field Maintenance Worker who retains and possesses a Class "A" Drivers License but only during the actual working time when the employee is required to utilize the Class "A" Drivers License.
  2. The Field Maintenance Worker who operates the TV camera truck; in the event this employee is reclassified upward this differential shall not apply.

#### **Section 4 Acting Pay**

- A. A temporary five percent (5%) increase shall be given to field employees during periods when said employees temporarily assume the duties of first level field supervisory employees when such duties primarily involve supervision; which temporary increase shall commence on the morning of the second day of such temporary duties. The one (1) day waiting period shall be waived when the assignment is made only for one (1) day during a pay period as a result of the implementation of a modified work schedule, for example, the 9/80 plan.

#### **Section 5 Graveyard (Night Shift) Overtime**

- A. Any employee who is called back to work overtime between the hours 12:00 midnight and 7:00 a.m. shall be compensated at the rate of two (2) times his hourly rate for the hours so worked. This provision excludes all employees who work these hours on a regular scheduled shift. Should an employee who normally works this shift work it on a day off, they shall be entitled to this provision.

## **ARTICLE 9 RECLASSIFICATION**

### **Section 1 Reclassification / Salary Studies**

- A. Whenever the City changes job descriptions, creates a new job description, or creates new classifications affecting the Union, it will notify the Union in writing at least two (2) weeks before the change is to be effective. The Union may, within ten (10) working days, request meeting and conferring over the applicable wage rate. If the Union makes a timely request, any wage adjustment will be retroactive to the date of implementing the change. If the Union makes no timely request, it must wait until a contractual wage reopener. This paragraph shall not operate to delay implementation of changes.
- B. The City will conduct parity/internal relationship studies for the following classifications:

Public Safety Dispatcher  
Fire Inspector II (relationship with Building Inspector/  
Construction Inspectors II)  
Utilities Meter Reader  
Code Compliance Officer I, II  
Water Maintenance Mechanic  
Helicopter Mechanic  
Senior Helicopter Mechanic  
Maintenance Electrician  
Water Maintenance Electrician  
Heavy Equipment Operator  
Accountant II  
Office Specialist  
Sr. Office Specialist (Fleet/GSA)  
Street Maintenance Crew Leader  
Vector Control Technician

The studies will be completed by December 1, 2004 and forwarded to the affected departments and to the Union. Mutually accepted recommendations will then be forwarded to the City Council. The Dispatcher recommendations shall be concluded by October 31, 2004.

## **Section 2 Reclassification**

- A. If a position is reclassified to a classification in which the salary range is higher and it is administratively determined that the incumbent meets the minimum qualifications and selection requirements of the classification and is, in fact, performing the full range of duties and responsibilities of that position, the incumbent of the position shall be entitled to a salary increase which shall advance such employee to the closest step within the new range that would provide a five percent (5%) salary increase.
- B. There shall be at least a five percent (5%) increase for employees who are reclassified upward.

## **ARTICLE 10 HOURS OF WORK**

### **Section 1 Hours**

- A. **WORK SCHEDULES:** Flexible work schedules may be provided to unit employees. The City's intent regarding the flexible work schedules is for use wherever feasible and to enable as many employees currently on flex schedule to remain on a flexible work schedule. Any existing schedules that need to be ended may only be ended based on operational needs of the department. Available schedules may include the 9/80, 4/10, 3/12, and traditional 5/8 scheduling options. Employees on flex schedules will accrue time in the same manner as 5/8 schedule (same number of hours per year). Time off will be charged based on the schedule worked (i.e., 10 hours of vacation charged for each vacation day on a 4/10 schedule).

The availability of flexible schedules will be determined by the department head with the approval of the City Manager. Every effort shall be made to honor flexible work schedules for those employees currently on them. Any movement of employees to and from modified work weeks shall be done in accordance with City Policy II-4, "Hours of Work."

- 1. Alternative work schedules such as 4/10 or 9/80 need not provide for three (3) consecutive days off, subject to the following conditions:
  - a. The City will first seek volunteers for days off other than Friday or Monday;
  - b. Such volunteers may select available days off on the basis of seniority;
  - c. If there are not enough volunteers the City shall assign the balance of employees based on inverse order of seniority.

- B. **SHIFT CHANGES:** Except as specifically provided for elsewhere in this agreement, for the term of the MOU the City will not change shift schedules by more than one-half ( $\frac{1}{2}$ ) hour without first notifying the Union and providing it with an opportunity to meet and confer. This does not preclude changes in shift assignments, unless otherwise specifically provided elsewhere in this agreement.
- C. **OPERATOR SHIFTS AT WASTEWATER TREATMENT PLANT:** The following policies regarding shift assignments for operators at the wastewater treatment plant shall be implemented in accordance with current practices:
1. Shifts shall be assigned by seniority basis as follows:
    - a. Seniority for shift bidding shall be defined by the date on which the employee was assigned to the classification of wastewater operator in a probationary or permanent status. The operator with the earlier date of assignment to the classification of wastewater operator has higher seniority.
    - b. Bidding for shifts shall be done by seniority once every six (6) months as follows:
      - 1) A memo shall be given to each wastewater operator at least one (1) month prior to shift bidding informing him/her when shift bidding will start and when shift changes shall be implemented. Included in the memo shall be a list of all operators in seniority order.
      - 2) Shift bidding will start when a list of all operators in seniority order and a list of all shifts for wastewater operators are posted in a clearly visible and accessible place for wastewater operators. The person with the most seniority shall fill in his/her choice first, and then cross off his/her name on the seniority list and initial the list next to his/her name. The person with the second most seniority shall do likewise, and then the person with the third most seniority shall do likewise, etc., until the person with the least seniority fills in the last remaining shift opening.
        - (i) In the event that a wastewater operator is on vacation during shift bidding, such operator shall give a list of his/her shift preferences to his/her senior operator, who shall choose the appropriate shift for the operator on vacation when that employee's shift bidding turn comes up.
      - 3) Two (2) weeks prior to implementation of shift changes, a memo shall be given to each wastewater operator with a list verifying what shift each operator has chosen.

- D. **COMPENSATORY TIME:** Effective January 1999, employees may accrue up to one hundred twenty (120) hours compensatory time. The City will pay off the compensatory time balances in excess of forty-two (42) hours once each November.
- E. **REST PERIOD:** In the event a bargaining unit employee is called back to work following the end of his regularly scheduled shift, and proceeds to work more than six consecutive overtime hours, said employee shall then be entitled to an eight-hour rest period without compensation upon completion of assignment. Regularly scheduled lunch periods are not to be considered a part of this rest period. In the event the eight-hour rest period extends into the employee's next regularly scheduled shift, the employee shall suffer no loss of pay thereby. As far as is practicable, employees who have earned a rest period as stipulated in this section should be relieved at the start of their regular shift in order to take such rest period.

In the event of an emergency, the City may recall an employee during said rest period, but upon conclusion of the emergency, the employee shall be entitled to resume such rest period.

## **Section 2 Part-Time Employees**

- A. The City will extend health insurance, dental insurance, vacation, holidays, and State Disability Insurance to those permanent part-time employees regularly assigned to work between thirty (30) and thirty-nine (39) hours per week at a rate equal to three-fourths ( $\frac{3}{4}$ ) of that received by permanent full-time employees. Those regular part-time employees assigned to work between twenty (20) to twenty-nine (29) hours per week at a rate equal to one-half the regular, full-time entitlement.

## **Section 3 Clean-up Time**

- A. Reasonable clean-up time, up to 30 minutes, shall be provided for field employees performing duties requiring wash-up, changing clothes, etc.

## **Section 4 Working Lunch**

- A. Employees on an approved working lunch schedule are only required to work eight (8), nine (9), or ten (10) hours, depending on their work schedule. Any employee working in excess of their assigned shift who has had a working lunch shall receive appropriate overtime for their classification.

## **ARTICLE 11 VACATION**

- A. The vacation schedule for general unit employees reflects the following vacation accrual:

<u>Continuous Years of Service</u>	<u>Vacation Hours Earned Per Year</u>
0-5	80
6-10	120
11+	160

1. Vacation Accumulation. The City's two-year maximum vacation accumulation policy will be enforced by scheduling vacations to eliminate the excess accumulation. The City will schedule excess vacation between January 1 and March 1; if the City is unable to do so, it will pay the employee for the excess; if, in the preceding year, management has rejected three (3) separate written vacation requests and excess vacation remains, then, as of January 1, the employee has the option of requesting schedule of the excess between January 1 and March 1 or of receiving pay therefor.

## **ARTICLE 12 SICK LEAVE**

- A. Employees hired on or after August 7, 1990 will earn no more than four (4) hours sick leave per month for the first two (2) years of employment.

1. Sick leave shall be allowed only for actual illness or for an injury not arising out of and in the course of employment. If sick leave on account of illness or injury exceeds three (3) working days, the employee, prior to return to work, shall submit a statement of such disability from a physician, surgeon or other person practicing a recognized healing art certified by the state; the statement shall certify that the employee's physical condition prevented the employee from performing the duties of said employee's position during the period of absence. Persons regularly employed between twenty (20) and twenty-nine (29) hours per week shall be entitled to receive sick leave benefits at one-half the regular rate and person regularly employed between thirty (30) and thirty-nine hours per week shall be entitled to receive sick leave benefits at three-fourths ( $\frac{3}{4}$ ) the regular rate.
2. The City agrees that, except in cases of time-off as a result of an industrial injury, accrued compensatory, vacation, or holiday time may be used for extended absence because of a prolonged and continuing illness and/or medical treatment after sick leave has been exhausted. Under no circumstances shall this provision apply to occasional day-to-day absences.



3. If in the opinion of supervision it appears an employee may be establishing a pattern of abuse of sick leave, a statement establishing the need for sick leave from a physician, surgeon or other person practicing a recognized healing art, certified by the State, may be required as a condition of payment while on such sick leave. This statement may be required at any time during the course of an employee's sick leave.
4. A doctor's certificate may be required in the case of sick leave family illnesses in excess of three (3) days.
5. Sick Leave Pay-Off. Employees hired on or before August 3, 1979, with five (5) to nine (9) years of service shall receive 25% compensation for unused sick leave. Employees hired on or before August 3, 1979 with ten plus (10+) years of service shall receive 50% compensation for unused sick leave. Employees hired after August 3, 1979 with fifteen (15) years of service will be compensated at 25% for unused sick leave.

### **ARTICLE 13 HOLIDAYS**

- A. Lincoln Day and Washington's birthday holidays have been consolidated into one holiday titled "President's Day" to be observed as a paid holiday on the third (3<sup>rd</sup>) Monday in February.
- B. For employees working on a 4/10, 9/80 or 3/12 plan, holidays shall be paid at the rate of eight (8) hours per holiday. When a holiday occurs on a working day, the employee is encouraged to use available vacation or compensatory time off for the additional two (2) hour period; as an alternative the employee may elect to:
  1. Work an additional two (2) hours during the same workweek. The additional time worked will not be paid at the overtime rate.
  2. Accept eight (8) hours pay for the holiday; the additional two (2) hours absence will be without pay; however, the absence without pay will not adversely impact merit increases or accrual of seniority.
  3. When the holiday falls on the employee's normal day off, the employee may elect to take either the working day before or the working day after the holiday off subject to the same options listed above. Employee's choice of day off must be approved by management at least two (2) weeks prior to the holiday. In appropriate circumstances management may require a group of employees to decide by majority vote so that all employees in an appropriate grouping will utilize the same day off.
  4. Employees working on the 9/80 plan are governed by the same terms and conditions outlined above except that where applicable the term "one (1) hour" shall be substituted for the term "two (2) hours."

- C. The following language formerly contained in the salary resolution in Article 1(n), "Every other day not authorized above appointed by the President or Governor for a public fast, Thanksgiving or holiday," has been deleted.
- D. Authorized holidays are as follows:
- January 1<sup>st</sup> – New Year's Day
  - Third Monday in January – Martin Luther King Day
  - Third Monday in February – President's Day
  - Last Monday in May – Memorial Day
  - July 4<sup>th</sup> – Independence Day
  - First Monday in September – Labor Day
  - Second Monday in October – Columbus Day
  - November 11<sup>th</sup> – Veteran's Day
  - Fourth Thursday in November – Thanksgiving Day
  - The day following Thanksgiving Day
  - December 25<sup>th</sup> – Christmas Day
- E. If the Federal government declares Cesar Chavez's birthday a federal holiday, the City and SEIU agree to re-open negotiations on this issue.
- F. The provisions of state law making every day on which an election is held throughout the state a state holiday shall not apply or create a holiday.
- G. If an authorized holiday falls on a Sunday, the following Monday shall be treated as the holiday. If an authorized holiday falls on a Saturday, the preceding Friday shall be treated as the holiday.
- H. All permanent full-time employees shall be allowed leave of absence with pay for every authorized holiday. Temporary, seasonal and less than half-time employees are not eligible for paid holidays. Persons regularly employed between twenty (20) and twenty-nine (29) hours per week are eligible for holiday pay at one-half ( $\frac{1}{2}$ ) the regular rate. Persons regularly employed between thirty (30) and thirty-nine (39) hours per week are eligible for holiday pay at three-fourths ( $\frac{3}{4}$ ) the regular rate. If a holiday falls on an employee's regular day off, said employee shall receive one (1) day additional regular compensation or the employee shall receive one (1) day of compensatory time off with the approval of the department head.

## **ARTICLE 14 JURY DUTY**

- A. Paid leave for jury duty for eligible bargaining unit members shall be implemented pursuant to the City's Jury Duty Policy with the following addition: Grounds for exception to the work reporting requirement (one hour or more at beginning or ending of shift) shall include, among others, extended travel time or the need to change work clothing.

## **ARTICLE 15 PROMOTIONS**

### **Section 1 Promotions**

- A. For promotions within the bargaining unit, the City shall first consider qualified employee applicants; the City will select the applicant who, in the City's judgment and discretion, is best qualified by virtue of skills, abilities, experience and other qualifications as defined in the job description and/or outlined in the City's posting for vacancy; in the event of a tie between two or more competing applicants, the employee with the greatest City seniority shall be selected. The City reserves the right to hire from outside the City if it is not satisfied with the qualifications of the applicants.

### **Section 2 Park Personnel Promotions**

- A. Maintenance Worker I's will be promoted to Park Maintenance Worker II after completing two (2) years of satisfactory service as a Maintenance Worker I in the Park and Recreation Department.

## **ARTICLE 16 TRAINING**

- A. The City and the Union agree to work together to identify specific training needs for General Unit members and develop training programs to meet the objectives identified.

## **ARTICLE 17 CITY-WIDE LABOR / MANAGEMENT COMMITTEE**

- A. The City and the Union will maintain a Labor/Management Committee comprised of eight (8) members. The City's team shall consist of representatives from the Human Resources Department and various other departments. The Union shall provide four (4) members to sit on its committee, at least three (3) of which must be employees of the City. Additional department and employee representatives may participate on the committee to deal with departmental matters which may be addressed. This committee shall meet at least quarterly to discuss matters of concern to both management and the Union and a written summary of each meeting shall be jointly prepared by the City and the Union. The committee shall have the authority to agree upon appropriate resolution of problems brought to its attention and affecting day-to-day concerns at both the City and the Union. In so doing, the committee shall be authorized to schedule meetings more frequently than the quarterly ones required herein in order to expeditiously respond to concerns properly

before the committee. Incidental economic matters may be discussed in the labor/management process.

## **ARTICLE 18 LABOR/MANAGEMENT SAFETY COMMITTEE**

- A. A labor management safety committee will be established to constructively address safety issues, communication and needs within the city. Membership and other parameters are discussed below:

Elements that must be put into place prior to actual organization of committee:

1. Management Commitment
  - a. Awareness and understanding of need
  - b. Enables compliance
  - c. Requires resources be made available to enact upon recommendations made by committee (budget and staffing; upper and mid-level management support)
  - d. Training of committee members
  - e. Time to perform committee functions
  - f. Authority provided to implement recommendations
2. Labor Commitment
  - a. Motivation to participate
  - b. Dedication to task(s)
  - c. Responsible for activity

How these elements are agreed to and how accountability is determined are critical to ensure effective implementation. This is open for discussion. The exclusion of or abridgement of any one element will create a dysfunctional group, e.g. committee unable to implement given recommendation due to lack of funding to purchase; train; etc., can with repetition create apathy and cause committee to be a shell with no substance.

3. Membership for all units:

<u>Title</u>	<u>Role</u>
Safety Officer or designee	Advisor
Risk Manager	Advisor
Workers' Comp Representative	Advisor
Management Representative	Member
Management Representative	Member
Management Representative	Member

\*\* At least one Mgmt Rep must have purchase authority.

Labor Representative	Member	** At least one Labor Rep from each bargaining unit. Larger bargaining units may have more staff based on size of their membership; one member for every 250 members, not to exceed 3 members.
Labor Representative	Member	
Labor Representative	Member	Functions could be represented by a single person, e.g. admin staff.
Labor Representative	Member	
Labor Representative	Member	
Labor Representative	Member	
Labor Representative	Member	
Labor Representative	Member	

\*\* Safety coordinators could be used until committee established.

Ratio should be Mgmt=1/3 of Labor representation.

All members have voting rights.

Members elect chair, vice-chair and scribe.

Members should be rotated on a staggered basis after first year.

OSHA states that the establishment of a safety & health committee meets one of the requirements for employee safety communication. The following methods are designated to aid in a continued flow of safety-related information to employees:

- a. Meets regularly, every two (2) months, but not less than quarterly.
- b. Terms on committee shall be for two (2) years. Elected/appointed representatives may serve no more than two consecutive terms. Staggered appointments shall be implemented with initial appointments for part of the committee to be for three (3) years, thereafter, all appointments shall be for two (2) years.
- c. Prepares written records of meetings.
- d. Reviews results on periodic scheduled inspections (looks for closure on action items; degree of hazard of inspection items). \*\*
- e. Reviews mishap/injury investigations and exposures and makes recommendations to management for prevention of future incidents. \*\*
- f. Reviews investigations of alleged hazardous conditions. \*\*
- g. Reviews employee safety suggestions and submit recommendations to assist in the evaluation/implementation of suggestion.
- h. Review activity levels of units for recommendations for safety recognition program.

- i. Identify and make recommendations for implementation of safety awareness programs.
- j. The focus of the committee in the above shall be for the constructive benefit of the City of Riverside and committee members and those who bring information to the committee shall not be subject to reprisal for sharing concerns or bringing issues to the committee. Members are encouraged to bring matters up in a diplomatic manner and in the spirit of cooperative solution development.

The committee will look for causal factors and/or conditions that contributed to a mishap/injury, but will not make recommendations for any policy enforcement action (discipline). The focus is to identify ways to prevent recurrence, e.g. training, materials and/or equipment, and supervision.

## **ARTICLE 19 ACCIDENT REVIEW BOARD**

- A. An employee chosen by the Union shall be a member of the review committee.

## **ARTICLE 20 REDUCTION IN WORKFORCE**

### **Section 1 Contracting Provisions**

- A. The City will provide the Union at least sixty (60) calendar days written notice of its intention to contract out work which is currently being performed by bargaining unit members or which was performed by bargaining unit members as of July 1, 2004.
- B. Where work is normally done by bargaining unit members, and upon request, City representatives will meet with Union representatives to explain the rationale for the subcontracting or contracting decision. If there are formal studies which were used to determine the feasibility, cost benefit, efficiency or other aspects of the proposal, these reports will be shared with the Union.
- C. City representatives will consider Union proposals and work with the Union to accomplish the same work at competitive efficiency and cost levels, provided such proposals are submitted in writing no later than forty-five (45) days following the City's notice. If a decision is made to proceed with a subcontracting or contracting decision, the City will meet and confer with the Union the impact(s) of its decision. Whenever possible, if the City decides to proceed with a subcontracting or contracting decision, any bargaining unit employee who would otherwise be laid off, displaced, or demoted as a result of the contracting out of bargaining unit work will be transferred to another position within the City represented by SEIU.

- D. The parties will create a joint committee of City representatives and four (4) Union representatives within sixty (60) days of agreement to formulate policies for Union bidding on proposals. Union representatives will be provided release time by management to do committee related work. In order to test the policies, the City and Union will create an experimental model based on the City's Park Maintenance contracts.
- E. This clause does not apply to work being contracted as of July 1, 2004. This clause shall not operate to delay the City's implementation of its contracting decision.

## **Section 2 Temporary Employee Listing**

- A. For purposes of the applicable hours' limitation, if any, upon temporary work, hours worked as a temporary appointment, emergency appointment and/ or agency, hours shall be combined and counted toward the limitation.
- B. Every four (4) months the City will provide the Union with a list of temporary employees, including name, title of position, department, date of hire, hours worked, and whether benefitted or not. The City will also supply the Union with a separate list of agency employees with the same information as provided for temporary employees above, if available. This requirement does not apply to contracted employees.
- C. The City believes that its best asset is a stable and dedicated workforce. To this end, the City will limit the use of temporary employees to a 6-month (1,000 hour period). The City and Union may make exceptions based on mutual agreement.

## **Section 3 Layoff and Recall**

- A. **PURPOSE:** To provide a fair and equitable basis for notifying affected employees and their bargaining representative of their rights and obligations in connection with a reduction in force for lack of work or lack of funds. This article applies in situations where the City has determined to reduce its workforce, temporarily and permanently, because of a lack of work and/or lack of funds. The parties recognize that such circumstances may arise in a variety of situations including, but not limited to, technological changes, reorganizations, economic conditions, the elimination or reduction or modification of City services or activities or any other condition that would require a reduction in the workforce. Accordingly, the City's decision to reduce its workforce and/or its determination that there is a lack of work or lack of funds are exclusively within the City's discretion and are not subject to this Agreement's Grievance/Arbitration clause.
- B. **SENIORITY:** For purposes of this article seniority is defined as continuous length of service within the City dating from the employee's first date of paid service in an initial probationary or permanent status within the City. For purposes of this clause the word "continuous" means service which is not interrupted by a break of twelve

(12) months or more. Seniority for part-time employees shall be computed on a pro-rated basis. In cases where bumping rights are at issue City seniority will be controlling and, in cases of ties, Department seniority will be controlling.

- C. **NOTICE:** The City will notify affected employees and the Union in writing at least thirty (30) calendar days prior to the effective date of a planned layoff. The City may substitute pay in lieu of notice for all or a portion of the thirty (30) days provided that the combination of pay and notice covers no fewer than thirty (30) calendar days.

The notice of layoff shall specify the reasons for the layoff and identify by name(s) and classification(s) the employee(s) designated for layoff. The notice shall also inform the affected employee of his or her bumping rights, if any, as well as recall rights.

On the day of the Layoff Notice, the Department of Human Resources shall provide the Union with a Seniority List covering the affected departments.

- D. **ORDER OF LAYOFF:** Layoffs will occur by department and affected classifications within a department. The order of layoff within the classification shall be determined by length of service with the City. The employee with the shortest period of service with the City shall be laid off first, provided that no employee who has not yet completed the initial probationary period within the classification shall be retained while an employee who has completed the classification's probationary period is scheduled for layoff. In cases of ties, the employee with the more recent hire date into the department shall be laid off first.

Probationary or permanent employees shall not be laid off while temporary employees remain in affected classification series (as agreed upon below) within the affected department.

A regular employee who occupies a grant-funded position does not lose his or her seniority rights when the grant is terminated or in the event of a reduction in force.

- E. **BUMPING RIGHTS:** Employees scheduled for layoff shall have the absolute right to bump into a lower or lateral classification in which the affected employee had previously acquired permanency and where an employee with lesser City seniority would otherwise be retained. This applies to classifications which may be outside the bargaining unit. Affected and eligible management and supervisory employees, as well as employees outside the bargaining unit, may exercise bumping rights into the bargaining unit in the position which they previously held. Subject to the provisions of the next paragraph employees may be eligible to bump into a lower or lateral classification within the employee's current or former classification series without having served in the specific classification.

Within thirty (30) days of, a proposed layoff action, Union representatives and Human Resources Representatives may agree upon classifications series within the same department or within the City which are so similar as to justify bumping from



a higher classification by an employee who may not have served in such classification. Any classifications created subsequent to this agreement shall be subject to the aforementioned process.

- F. **RECALL:** If the City decides to restore the position vacated by a laid off employee or a vacancy in the position is created which the City determines to fill, laid off employees will be recalled in inverse order of seniority. For layoffs occurring on or after the date of this Agreement, the recall period for permanent employees shall be thirty-six (36) months from the effective date of layoff; the recall period for probationary employees shall be twelve (12) months from the effective date of layoff.

Employees recalled within thirty-six (36) months of the effective date of layoff shall be paid at the salary step previously held and the employee's anniversary date shall be established dating from the date of original hire minus the time between layoff and recall. Such employees will be entitled to utilize their previous seniority to compute sick leave and vacation benefits; unused sick leave, which was not otherwise paid for, shall be restored. Such employees will also be considered permanent employees, if permanent when laid off. Probationary employees will begin a new probationary period.

An employee notified of recall shall be notified by the Department of Human Resources in writing via certified mail. The employee is responsible for notifying the Department of Human Resources of his or her current address and telephone number.

An employee must notify the Department of Human Resources within five (5) working days following receipt of notice of his or her intent to return to work. The employee must be available to return to work within ten (10) working days of receipt of such notice. An employee rejecting such recall will go to the bottom of the Recall List for the first rejection and will be removed from the list upon a second rejection. Failure to respond in a timely manner to the written notice is considered a rejection.

- G. **EFFECTS OF LAYOFF:** For employees who cannot exercise bumping rights due to citywide position elimination, the City will place employees in other departments if comparable vacant positions exist for which the employee is eligible and qualified and in the event that none exist, will contact other employers in order to help employees find other jobs if possible. The City will also provide referrals for job and career counseling, training and job fairs.

The City will maintain its level of contributions to health and welfare benefits for laid off employees for three (3) months following the effective date of the layoff or until the employee is employed elsewhere, and is provided with health and welfare benefits, whichever occurs first.

This article satisfies the City's obligation to meet and confer in connection with layoffs and the effects of layoff, except as provided below.

Upon request, the City shall meet with the Union to discuss alternatives to such layoff. Such discussion will not delay implementation of the layoff unless the City so agrees.

## **ARTICLE 21 GRIEVANCE PROCEDURE**

- A. The Union will exclusively receive time off from duties for the processing of grievances herein for Unit members who are designated as Union representative's subject to the following conditions:
1. Twenty-four (24) hours prior to release from duties for grievance processing, the designated steward must inform the immediate supervisor; time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management representative.
  2. Informal Step of Grievance Procedure: As a general policy, it is encouraged that all grievances be resolved at the lowest level possible. Attempts shall be made, between the grievant and supervisor in the chain of command up to and including the division head, to adjust all grievances on an informal basis.
  3. Meetings are required at both the first and second step of the procedure.
  4. The City and Union have agreed to have all grievances filed by unit members with the Human Resources Department. This agreement does not waive any of the time limits for filing or appealing a grievance unless by mutual consent of both parties.
- B. **GRIEVANCE:** A grievance is an allegation by a unit member or members or an authorized SEIU representative (listed steward or Local staff) that he/she/they has (have) been adversely affected by a violation, misinterpretation or misapplication of the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolution or the City's written personnel policies. Disciplinary action against permanent employees is also subject to this procedure. For grievances filed by SEIU representative(s) the name(s) of the unit member(s) on whose behalf the grievance is filed shall be listed in the grievance. Disciplinary appeals related to Skelly process shall commence at step two of the grievance procedure.
1. Evaluations of permanent employees which result in the denial or postponement of a pay increase are grievable; evaluations of permanent employees which result in an overall rating of "below standard (unacceptable)" or "improvement needed" may be grieved; all other evaluations are specifically excluded from the operation of the grievance/arbitration article of this agreement.

2. Excluded from this procedure are the City's Employer-Employee Relations Resolution and administrative regulations implementing City policies unless specifically prohibited by or in contradiction of the specific written provisions of an existing Memorandum of Understanding or the City's salary and fringe benefit resolution.
- C. **TIME LIMITS:** The time limits herein are maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the City fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.
- D. **STEP ONE:** No later than ten (10) working days following the act or omission giving rise to the grievance, or, no later than ten (10) working days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the Human Resources Department.
1. The written grievance shall contain a clear, concise statement of the grievance, the specific provisions, resolution, section and/or written policies allegedly violated and the specific remedies sought.
  2. The department head shall meet with involved parties (grievant, union representatives, supervisors and manager) and communicate a written decision to the employee within ten (10) working days after receiving the grievance.
- E. **STEP TWO:** In the event the grievant is not satisfied with the decision at Step One, the grievant may appeal the decision to the Municipal Employee Relations Officer (MERO) within ten (10) working days.
- The MERO shall communicate a decision within ten (10) working days after receiving the appeal.
- F. **STEP THREE:** If the grievant is not satisfied with the decision at Step Two, the grievant may appeal to the City Manager within ten (10) working days of receipt of the Step Two decision.
- The City Manager shall communicate a decision within ten (10) working days after receiving the appeal.
- G. **STEP FOUR:** If the grievant is not satisfied with the disposition of the grievance at Step Three, the grievant may request that the Union submit the grievance to binding arbitration.
1. The Union shall have the exclusive authority to determine whether a grievance shall be taken to arbitration. If the Union elects to proceed, it must

so request in writing to the MERO within fifteen (15) working days after the Step Three decision was or should have been rendered.

2. In the event the parties are unable mutually to agree upon an arbitrator, they shall request a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one remains, and said last named shall be selected as the arbitrator.
3. The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his findings of fact, his reasonings, conclusions and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; the arbitrator shall have no jurisdiction or authority to add to, delete from, or modify the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolution or the City's written personnel policies.
4. All costs for the service of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, a transcript and the cost of any hearing room will be borne equally by the Union and the City. All other costs will be borne by the party incurring them.
5. The processing of a grievance beyond Step Three shall constitute a clear and express election on the part of the grievant that the Grievance/Arbitration Procedure is the exclusive remedy for resolving the issues contained in the grievance and shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum. While the decision of the arbitrator herein is final and binding, nothing in this agreement shall preclude the parties from seeking to confirm, vacate or correct the arbitrator's award pursuant to the California Code of Civil Procedure.

H. **MISCELLANEOUS:** A unit member may be represented at all stages of the grievance procedure by himself or, at his/her option by a representative provided by the Union short of arbitration. In this procedure any reference to grievant means grievant and/or his/her representative.

1. Employees may request that disciplinary actions be removed from their personnel files after two (2) years for minor discipline (suspension of one day or less) and five (5) years for major discipline (suspension of 2 days or more) provided that there has been no recurrence of the same or similar actions. Requests may be granted at the sole discretion of the Human Resources Director unless otherwise agreed at the department level.

## **ARTICLE 22 UNIFORM ALLOWANCE**

### **Section 1 Uniforms**

- A. Should the City require employees to wear a specific uniform, it shall be financially responsible to cover the cost of such uniforms.

### **Section 2 Safety Footwear**

- A. The City shall provide reimbursement not to exceed \$150 per fiscal year for employees required by City safety regulations (reference V-0001, August 2003) to wear safety footwear to work in each year the employee, in fact, purchases such footwear and utilizes them at work.

### **Section 3 Protective Eyewear**

- A. Protective Eyewear provisions shall be applied consistent with City Safety and Health Policies and Procedures Manual Item V001 "Personal Protective Equipment," dated August 2003. Year in manual is defined as fiscal year.

## **ARTICLE 23 DRIVERS' LICENSE**

- A. The appropriate license shall be required from employees in classifications which regularly drive a vehicle/equipment for which a class "A" and/or class "B" license is required by law. The same requirements apply to employees in classifications who are periodically required to drive such vehicles; the word "periodically" means with some regularity and is not intended to apply to the infrequent or emergency situation.
- B. Employees who do not possess the required appropriate license shall not be permitted to drive/operate the relevant vehicle/equipment. Employees will notify the City within one (1) day of the suspension, revocation, cancellation or expiration of their required license.
- C. For incumbent employees who regularly or periodically drive such vehicle and/or equipment the following will apply:
  - 1. The City will provide or pay for the required physical examination;
  - 2. The City will provide time off for testing;

3. The City will reimburse the employee for the cost of the difference between a class "C" license and the required class "A" or "B" license.

#### **ARTICLE 24 DRUG TESTING**

- A. The Union and City are mutually committed to controlling and eliminating drug/alcohol use and abuse from the workplace. The Union and City recognize the need for a comprehensive program, which at a minimum, includes components for drug testing, discipline and rehabilitation. (See addendum 5 Drug Testing Policy.)

#### **ARTICLE 25 PAGERS**

- A. Unit employees may be required to wear pagers and should respond whenever possible. Only employees on paid standby are required to respond.

#### **ARTICLE 26 ELECTRONIC SURVEILLANCE**

- A. The City reserves the right to utilize electronic surveillance in those areas where the public is either being served or is present and in those areas where employees work. The primary purpose for utilizing electronic surveillance shall be security of persons and/or property; such surveillance, therefore, shall not be viewed as an instrument for evaluating or monitoring the performance of employees. However, where a review of electronic surveillance reveals an employee or employees engaging in serious misconduct, this clause shall not be grounds for excluding the City's use of such surveillance as evidence in the event of a resulting disciplinary action. The City will notify the Union of electronic surveillance installations unless such installation is part of a specific investigation and where notifying might jeopardize the investigation.

#### **ARTICLE 27 ADMINISTRATIVE MANUAL / PERSONNEL POLICY AND PROCEDURES MANUAL**

- A. The City reserves the right to add to, delete from, amend or modify the Administrative Manual and/or Personnel Policies and Procedures Manual during the term of the MOU, subject to the requirements of the Meyers-Milias-Brown Act.

**ARTICLE 28**  
**OBLIGATION TO SUPPORT**

- A. The Union, its officers, agents, representatives and/or members agree they will not cause, condone or participate in any strike, walkout, work stoppage, job action, slowdown, sickout, refusal or failure to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations, including compliance with the request of other labor organizations to engage in any or all of the preceding activities.
- B. In the event of such activities, the Union shall immediately instruct any persons engaging in such conduct that they are violating this agreement and that they are engaging in unlawful conduct and that they should immediately cease engaging in such conduct and resume full and faithful performance of their job duties.
- C. In addition to any other lawful remedies or disciplinary action available to the City, the City may, in addition to the above, invoke any and all remedies available to it under its Employer-Employee Relations Resolution.

**ARTICLE 29**  
**PROVISIONS OF LAW**

- A. It is understood that existing ordinances, resolutions and written policies of the City cover matters pertaining to employer-employee relations including but not limited to, salaries, wages, benefits, hours and other terms and conditions of employment. Therefore, it is agreed that all such ordinances, resolutions and policies, including the employer-employee relations resolution are hereby incorporated herein by this reference and made a part hereof as though fully set forth and except as provided herein shall remain in full force and effect during the term hereof. The parties hereto agree that nothing in this MOU shall in any manner abridge, restrict or modify the rights and prerogatives of the City and its employees as set forth in Article I, Sections 4 and 5, and Article III, Section 1B of Resolution No. 15079, or its successor, if any.
- B. The City and the Union agree that for the term of this agreement, each party waives its rights and each party agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this agreement except as expressly provided for in this agreement and as to meeting and conferring over the renewal or continuation of this MOU at its expiration date in accordance with said Employer-Employee Relations Resolution.
- C. It is understood and agreed that this MOU is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, or otherwise held invalid or unenforceable by any tribunal of competent jurisdiction, such part of provisions shall be suspended

and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

- D. Upon ratification by the membership of the Union and by the City Council this MOU shall be effective through June 30, 2006 and for the duration of any agreed upon extension.

Dated: \_\_\_\_\_

CITY OF RIVERSIDE

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\_\_\_\_\_

Dated: \_\_\_\_\_

SERVICE EMPLOYEES' INTERNATIONAL UNION (Local 1997)

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**APPENDIX A**

**SALARY SCHEDULE**

The Supreme Court has ruled that an employee is entitled to have a union representative present during any meeting which may result in discipline. This protection is part of an employee's Weingarten Rights, which are highlighted, in part, below:

- \* Employees must request that a union representative be called into the meeting.
- \* Employee must have reasonable belief that discipline will result from the meeting.
- \* Employee has the right to know the subject of the meeting and the right to consult with a Union Representative before the meeting to get advice.
- \* Your union suggests that you do not refuse to attend a meeting if your request for a Union Representative to be present is denied. It is suggested that you attend the meeting and repeatedly insist upon your right to have a Union Representative present. If this fails, you are not required to answer any questions. You should take notes of what was shared in the meeting.
- \* Instructional or training meetings are examples of meetings in which the Weingarten rule does not apply.
- \* An employer who is serious about resolving a problem should welcome a union's participation.